

CITY OF LINCOLN/LANCASTER COUNTY

CONTRACT AWARD NOTIFICATION

SPECIFICATION NO.05-020

ANNUAL REQUIREMENTS FOR RFP ERGONOMIC OFFICE SEATING FOR CITY OF LINCOLN AND LANCASTER COUNTY

DATE: August 2, 2005

CONTRACT PERIOD: July 1,2005 thru June 30,2006

CONTRACTOR: Advanced Office Interiors of Lincoln (AOI)
3031 O Street Suite 107
Lincoln NE 68510

PURCHASING DIVISION
K-STREET COMPLEX
440 SOUTH 8TH STREET
LINCOLN, NEBRASKA 68508
(402) 441-7410

Company Representative: Wendy Tridle
Telephone No.: 476-0055
FAX No.: 476-4506
E-Mail Address:

THE CITY/COUNTY'S SPECIFICATIONS AND THE CONTRACTOR'S ACCEPTED PROPOSAL AND PRICING SCHEDULES, NOW ON FILE IN THE OFFICE OF THE CITY CLERK AND/OR THE COUNTY CLERK, ARE ADOPTED BY REFERENCE AND ARE AS FULLY A PART OF THIS CONTRACT FOR THE ABOVE-NAMED COMMODITY AS IF REPEATED VERBATIM HEREIN.

AS PER CONTRACT DATED MAY 4, 2005
SIGNED BY MARLENE S. KNIGHT
City EO No. 73838

NO ACTION NEED BE TAKEN BY THE CONTRACTOR AT THIS TIME. ORDERS FOR MATERIAL WILL BE MADE AS NEEDED BY THE VARIOUS CITY/COUNTY DEPARTMENTS.

DEPARTMENTS REQUIRING CATALOGS AND/OR PRICING SCHEDULES SHALL NOTIFY THE CONTRACTOR DIRECTLY.

f/files/sharpurc/awardnotifications/c05020ad

E.O. # 05070055
Dated:JULY 28, 2005

Original Contract to :Contractor
Public File
Purchasing

C-05-0385

RECEIVED

JUL 7 2005

LANC. COUNTY CLERK

CONTRACT DOCUMENTS

LANCASTER COUNTY

NEBRASKA

FOR

Specification #05-020

ANNUAL REQUIREMENTS FOR

OFFICE SEATING DISCOUNTS

CONTRACTOR: AOI Corporation, Lincoln, NE

LANCASTER COUNTY, NEBRASKA

CONTRACT AGREEMENT

THIS CONTRACT, made and entered into this 12 day of July, 2005, by and between **AOI Corporation, AOI Corporation, Lincoln, NE, 68510** hereinafter called "Contractor", and the Lancaster County, Nebraska, hereinafter called the "County".

WITNESS, that:

WHEREAS, the County has caused to be prepared, in accordance with law, Specifications and other Contract Documents for the Work herein described, and has approved and adopted said documents and has caused to be published an advertisement for and in connection with said Work, to-wit:

Annual Requirements for Office Seating Discounts and related services #05-020, including: supplies, equipment, and delivery/pick up to/for Lancaster County Agencies. This Agreement is for Office Seating Discounts as per attached proposal (see Exhibit 2).

and,

WHEREAS, the Contractor, in response to such advertisement, has submitted to the County, in the manner and at the time specified, a sealed Proposal in accordance with the terms of said advertisement; and,

WHEREAS, the County, in the manner prescribed by law has publicly opened, read aloud, examined, and canvassed the Proposals submitted in response to such advertisement, and as a result of such canvass has determined and declared the Contractor to be the lowest responsible Proposer for the said Work for the sum or sums named in the Contractor's Proposal, a copy thereof being attached to and made a part of this Contract;

NOW, THEREFORE, in consideration of the sums to be paid to the Contractor and the agreements herein contained, the Contractor and the County have agreed and hereby agree as follows:

The Contractor agrees to (a) furnish all tools, equipment, supplies, superintendence, transportation, and other construction accessories, services, and facilities; (b) furnish all materials, supplies, and equipment specified to be incorporated into and form a permanent part of the complete work; (c) provide and perform all necessary labor in a substantial and workmanlike manner and in accordance with the provisions of the Contract Documents; and (d) execute construct, and compete all Work included in and covered by the County's award of this Contract to the Contractor, such award being based on the acceptance by the County of the Contractor's Proposal, or part thereof, as follows:

EQUAL EMPLOYMENT OPPORTUNITY: In connection with the carrying out of this project, the contractor shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, disability, age or marital status. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, color, sex or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other compensation; and selection for training, including apprenticeship.

The County agrees to pay to the Contractor for the performance of the Work embraced in this Contract, the Contractor agrees to accept as full compensation therefor, the following sums and prices for all Work covered by and included in the Contract award and designated above, payment thereof to be made in the manner provided by the County:

Request for Proposal #05-020, Annual Requirements for Office Seating Discounts and related services, including: supplies, equipment, and delivery/pick up to/for Lancaster County Agencies. This Agreement is for Office Seating Discounts as per attached proposal (see Exhibit 2).

The Work included in this Contract shall for the annual requirements beginning **July 1st, 2005 through June 30th, 2006.**

- a. The County, at their discretion and with mutual consent from the Contractor, may extend the period of this agreement up to four (4) additional years, in one (1) year increments.
- b. The Contractor shall be notified in writing by the Purchasing Agent of the County's intention to extend the contract period at least thirty (30) days prior to the expiration of the original contract period.

TERMINATION OF CONTRACT This contract may be terminated by either party upon thirty (30) days prior notice in writing to the other party. The Owner may terminate this contract immediately, under breach of contract, if the Contractor fails to perform in accordance with the terms and conditions. In the event of any termination of contract by the Contractor, the

Owner may purchase such supplies and/or services similar to those so terminated, and for the duration of the contract period the Contractor will be liable for all costs in excess of the established contract pricing.

The Contract Documents comprise the Contract, and consist of the following:

1. The Request for Proposals Specifications - **Exhibit 1**
 - 1.1 Instructions to Proposers
 - 1.2 Special Provisions for Commodity Term Contracts
 - 1.3 Scope of Services
 - 1.4 Price Schedule & Sample Pricing
2. The Accepted Proposal - **Exhibit 2**
3. The Contract Agreement
4. Insurance requirements for all Contracts - **Exhibit 3**

These Contract Agreements, together with the other Contract Documents herein above mentioned, form this Contract, and the are as fully a part of the Contract as if hereto attached or herein repeated.

The Contractor and the County hereby agree that all the terms and conditions of this Contract shall by these presents be binding upon themselves, and their heirs, administrators, executors, legal and personal representatives, successors, and assigns.

IN WITNESS WHEREOF, the contractor and the County do hereby execute this contract.

EXECUTION BY LANCASTER COUNTY, NEBRASKA

CONTRACT APPROVED AS TO FORM:

Kristy Mundt
Deputy Lancaster County Attorney

COUNTY OF LANCASTER, NEBRASKA

James H. [Signature]
Chairperson, Board of Commissioners

Dated: July 12, 2005

EXECUTION BY CONTRACTOR

IF A CORPORATION:

ATTEST:

Secretary (SEAL)

Dated: _____

AOI CORPORATION

Name of Corporation

8801 SOUTH 137TH CIRUE

OMAHA, NE 68138

Address

By: [Signature]

Duly Authorized Official

[Signature]
Legal Title of Official

EXHIBIT #2

COMPANY NAME AOI Corporation

PROPOSAL
SPECIFICATION NO. 05-020

BID OPENING TIME: 12:00 NOON
DATE: May 4, 2005

ADDENDA RECEIPT: The receipt of the addenda to the specification number 0 through 0 is hereby acknowledged. Failure of any bidder to receive any addenda or interpretation shall not relieve the bidder from obligations specified in the bid request. All addenda shall become part of the final contract document.

The undersigned proposer, having full knowledge of the requirements of the City of Lincoln for the below listed items and the contract documents and all other conditions of the Proposal, agrees to sell to the City the below listed items for the performance of this Specification, complete in every respect, in strict accordance with the contract documents at and for prices listed below.

THE ANNUAL REQUIREMENTS FOR OFFICE SEATING
PRICING SCHEDULE

1. CHAIR MANUFACTURER Herman Miller ^{MS 2003-P}
2. MANUFACTURER'S PRICE LIST NUMBER 0-MS DATE Aug 2, 2004
3. DISCOUNT STRUCTURE: see attachment
ONE (1) TO _____ CHAIRS: _____ % DISCOUNT OFF MFG. PRICE LIST
_____ TO _____ CHAIRS: _____ % DISCOUNT OFF MFG. PRICE LIST
_____ TO _____ CHAIRS: _____ % DISCOUNT OFF MFG. PRICE LIST
4. CONTRACT RENEWAL IS AN OPTION: YES X; NO _____
5. TERM PRICE CLAUSE:
 - 5.1 PRICING PERCENT (%) FIRM FOR CONTRACT TERM: YES X; NO _____
 - 5.2 PRICE ADJUSTMENTS (NEW PRICES PER PRICE GUIDE) RESTRICTED TO ONCE/PER YEAR.
6. TRADE-IN ALLOWANCE:
 - 6.1 Proposer agrees to accept trade-in of surplus office seating replaced by office seating purchased from Proposer:
YES X
NO []
 - 6.2 Indicate terms and conditions of trade-in allowance: Will haul away at no charge

Con't next page.

7. WARRANTY

7.1 NORMAL USE WARRANTY: See attached -

7.1.1 STRUCTURAL PARTS: 12 YEARS. Parts + Labor

7.1.2 DESCRIBE: _____
FABRICS/UPHOLSTERY: 12 YEARS.

7.1.3 DESCRIBE: _____
PNEUMATIC CYLINDER: 12 YEARS.

DESCRIBE: _____

7.1.4 OTHER: DESCRIBE _____

7.2 SHIFT WARRANTY: - 24 hrs multi shift - see attached

7.2.1 STRUCTURAL PARTS: 12 YEARS. Parts + Labor
DESCRIBE: _____

7.2.2 FABRICS/UPHOLSTERY: 12 YEARS.
DESCRIBE: _____

7.2.3 PNEUMATIC CYLINDER: 12 YEARS.
DESCRIBE: _____

7.2.4 OTHER: DESCRIBE _____

8. **INTERLOCAL PURCHASING:** The City/County desires to make available to other local government entities of the State of Nebraska, by mutual agreement with the successful bidder, and properly authorized interlocal purchasing agreements, the right to purchase the same services, at the prices quoted, for the period of this contract. Each bidder shall indicated on the Bid Form in the space provided below if he/she will honor Political Subdivision orders in accordance with the contract terms and conditions, in addition to orders from City of Lincoln/Lancaster County.

X YES _____ NO

If "YES", Contract supplier or suppliers may honor pricing and extend the contract to political sub-divisions, cities and counties. Terms and conditions of the contract must be met by political sub-divisions, cities and counties. Under no circumstances shall the City of Lincoln/Lancaster County be contractually obligated or liable for any purchases by these political sub-divisions, cities or counties.

9. COMPANY REPRESENTATIVE RESPONSIBLE FOR THE ADMINISTRATION OF THIS CONTRACT:

NAME: Wendy Triddle / Marlene Knight
ADDRESS: 3031 'O' Street Suite 107 Lincoln, NE 68510
PHONE/FAX NO: 402-476-0055 or 402-476-4506
LIST OF RESPONSIBILITIES: Sales / Warranty

10. Complete "Sample Pricing Form" for each chair model you want considered for the contract demonstrator/sample (on loan to the City/County Purchasing Department during the contract.

AFFIRMATIVE ACTION PROGRAM: Contractor will be required to comply with the provisions of the City's Affirmative Action Policy (Contract Compliance, Sec. 1.16). The Equal Opportunity Officer will determine compliance or non-compliance with the City's policy upon a complete and substantial review of contractor's equal opportunity policies, procedures and practices.

The undersigned signatory for the proposer represents and warrants that he has full and complete authority to submit this proposal to the City, and to enter into a contract if this proposal is accepted.

NOTE:

**RETURN 8 COMPLETE COPIES OF PROPOSAL, ONE (1) OF SUPPORTING MATERIAL.
MARK OUTSIDE OF ENVELOPE AS FOLLOWS:
SEALED PROPOSAL FOR SPEC. 05-020**

AOI CORPORATION
COMPANY NAME

3031 'O' Street Suite 107
STREET ADDRESS or P.O. BOX

Lincoln, NE 68510
CITY, STATE ZIP CODE

402 476-0055
TELEPHONE

47-0168-7965
EMPLOYER'S FEDERAL I.D. NO.
OR SOCIAL SECURITY NUMBER

Marlene Knight
BY (Signature)

Marlene S. Knight
(Print Name)

Vice President
(Title)

5/4/05
(Date)

Email: mknight@aoicorp.com

Specifications may also be viewed on our website at: <http://www.lincoln.ne.gov> Key word search "Purchasing", "Bidding Opportunities" (select current year)

DISCOUNT FOR HERMAN MILLER SEATING

Contract: US Communities (AG0607)

AERON	51% OFF list price
MIRRA	51% OFF list price
ERGON	53% OFF list price
AMBI	52% OFF list price
EQUA	53% OFF list price
CAPER	52% OFF list price
REACTION	52% OFF list price

Contact: **Wendy Tridle**
Account Manager
AOI Corporation
3031 "O" Street, Suite 107
Lincoln, NE 68510
(402) 476-0055 *214
wtridle@neb.rr.com

Contract: US Communities (AG0607)

Proposed To:

City/County Purchasing
440 S 8th St., Suite 200
Lincoln, NE 68508

Proposed By: Wendy Tridle

AOI Corporation
3031 "O" Street, Suite 107
Lincoln, NE 68510

Contact:

Phone: 441-8309
Fax: 441-6513

Phone: 402-476-0055**Fax:** 402-476-4506**Date:** March 1, 2005**AERON**

Qty	Mfg	Description	Sell Each	Extended
1	HMI	AE123AWB PJ G1 BB BK Aeron Chair Extended-Height-Range Pneumatic Tilt Limited and Seat Angle Fully Adjustable Arms Black Vinyl Armpad Adjustable PostureFit Graphite Frame Pellicle Material TBD	\$642.84	\$642.84
1	HMI	AE123AWB AJ G1 BB BK Aeron Chair Extended-Height-Range Pneumatic Tilt Limited and Seat Angle Fully Adjustable Arms Black Vinyl Armpad Adjustable Lumbar Support Graphite Frame Pellicle Material TBD	\$622.59	\$622.59
1	HMI	AE111NN N2 G1 BB BK Aeron Chair Standard-Height-Range Pneumatic Standard Tilt No Arms No Lumbar Graphite Frame Pellicle Material TBD ADDITION OPTIONS Extended-Height-Range Pneumatic Seat Tilt Tilt Limiter and Seat Angle Fixed Arms vs. No Arms Height Adjustable Arms vs. No Arms Fully Adjustable Arms vs. No Arms Upholstered Arms vs. No Arms	\$410.00	\$410.00
			\$35.44	
			\$25.31	
			\$53.15	
			\$55.68	
			\$83.52	
			\$98.71	
			\$20.25	

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Proposed By: Wendy Tridle

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 Lincoln, NE 68510

Contact:

Phone: 441-8309
Fax: 441-6513

Phone: 402-476-0055**Fax:** 402-476-4506**Date:** March 1, 2005**ERGON**

Qty	Mfg	Description	Sell Each	Extended
1	HMI	EE123AB AJ BU BC U6 BK Ergon 3 Chair Standard-Height Range Knee Tilt with Forward Angle Adjustable Arms B size and High Back Adjustable Back Angle Black Vinyl arms Fabric: Grade1	\$520.57	\$520.57
1	HMI	EE121NB N4 BU U6 BK Ergon 3 Chair Swivel No Arms Non Adjustable Back Angle and Back Height Fabric: Grade1	\$320.16	\$320.16

ADDITION OPTIONS

Knee Tilt	\$24.44
Knee Tilt with Forward Angle	\$48.88
Adjustable Back Angle	\$56.21
Fixed Arms	\$53.77
Adjustable Arms	\$95.32
Upholstered Arms	\$19.55
Additional Grade of Fabric (per grade)	\$10.75

Contract: US Communities (AG0607)

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 Lincoln, NE 68508

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Contact:

Phone: 441-8309

Fax: 441-6513

Phone: 402-476-0055

Fax: 402-476-4506

Date: March 1, 2005

AMBI

Qty	Mfg	Description	Sell Each	Extended
1	HMI	AM123A AS BU HW U6 BU Ambi Task Chair Standard-Height Range Tilt Lock and Forward Seat Angle Adjustable Arms Adjustable Seat-Depth Adjustment Black Vinyl Arms Fabric: Grade1	\$396.86	\$396.86
1	HMI	AM121N SN BU HW U6 BU Ambi Task Chair Standard-Height Range Standard Seat/Tilt No Arms Grade 1 fabric	\$289.54	\$289.54

ADDITION OPTIONS

Tilt Lock	\$12.48
Tilt Lock and Forward Seat Angle	\$24.00
Adjustable Seat-Depth Adjustment	\$24.96
Fixed Arms	\$27.46
Height Adjustable Arms	\$82.37
Upholstered Arms	\$19.97
Additional Grade of Fabric (per grade)	\$8.99

Contract: US Communities (AG0607)

Proposed To:

City/County Purchasing
 440 S 8th St., Suite 200
 Lincoln, NE 68508

Proposed By: Wendy Tridle

AOI Corporation
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 Lincoln, NE 68510

Contact:

Phone: 441-8309
Fax: 441-6513

Phone: 402-476-0055**Fax:** 402-476-4506**Date:** March 1, 2005**REACTION**

Qty	Mfg	Description	Sell Each	Extended
1	HMI	RE30A BC BK BK Reaction Work Chair Highly Adjustable Seat/Tilt Adjustable Arms Black Vinyl Arms Fabric: Grade1	\$350.40	\$350.40
1	HMI	RE10N BC BK BK Reaction Work Chair Standard Seat/Tilt No Arms Black Vinyl Arms Fabric: Grade1	\$241.44	\$241.44
		ADDITION OPTIONS		
		Adjustable Seat/Tilt	\$14.50	
		Highly Adjustable Seat/Tilt (Forward	\$42.50	
		Fixed Arms	\$30.10	
		Height Adjustable Arms	\$64.50	
		Upholstered Arms	\$198.40	
		Additional Grade of Fabric (per grade)	\$8.95	

Contract: US Communities (AG0607)

Proposed To:

City/County Purchasing
 440 S 8th St., Suite 200
 Lincoln, NE 68508

Proposed By: Wendy Tridle

AOI Corporation
 3031 "O" Street, Suite 107
 Lincoln, NE 68510

Contact:

Phone: 441-8309
 Fax: 441-6513

Phone: 402-476-0055**Fax:** 402-476-4506**Date:** March 1, 2005**MIRRA**

Qty	Mfg	Description	Sell Each	Extended
1	HMI	MR123AAM AJ G1BB G1 BK Mirra Chair Tilt Limited and Seat Angle Adjustable Arms FlexFront Adjustable Seat Depth Black Vinyl Armpad Adjustable Lumbar Support Graphite Frame Back Finish: TBD	\$480.20	\$480.20
1	HMI	MR121PFM N2 G1 BB G1 BK Mirra Chair Standard Tilt No Arms No Lumbar Graphite Frame Back Finish: TBD	\$362.60	\$362.60
		ADDITION OPTIONS		
		Fabric latitude back	\$19.60	
		Tilt Limiter	\$17.15	
		Tilt Limiter and Seat Angle	\$36.75	
		Fixed Arms	\$49.00	
		Adjustable Arms	\$80.85	
		Adjustable Lumbar Support	\$24.50	

Contract: US Communities (AG0607)

Proposed To:

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 Lincoln, NE 68508

Proposed By: Wendy Tridle

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 Lincoln, NE 68510

Contact:

Phone: 441-8309

Fax: 441-6513

Phone: 402-476-0055

Fax: 402-476-4506

Date: March 1, 2005

STACKING CAPER

Qty	Mfg	Description	Sell Each	Extended
1	HMI	WC42OP BK BK U5 CAPER Multipurpose Stacking FlexNet seat FixedArms Casters	\$182.21	\$182.21
1	HMI	WC41ON BK BK Y7 CAPER Multipurpose Stacking Molded Seat No Arms No Casters Fabric: Grade1	\$84.86	\$84.86
ADDITION OPTIONS				
		Flexnet	\$51.42	
		Fixed Arms	\$30.95	
		Caaters	\$14.98	

Contract: US Communities (AG0607)

Proposed To:

City/County Purchasing
440 S 8th St., Suite 200
Lincoln, NE 68508

Proposed By: Wendy Tridle

AOI Corporation
3031 "O" Street, Suite 107
Lincoln, NE 68510

Contact:

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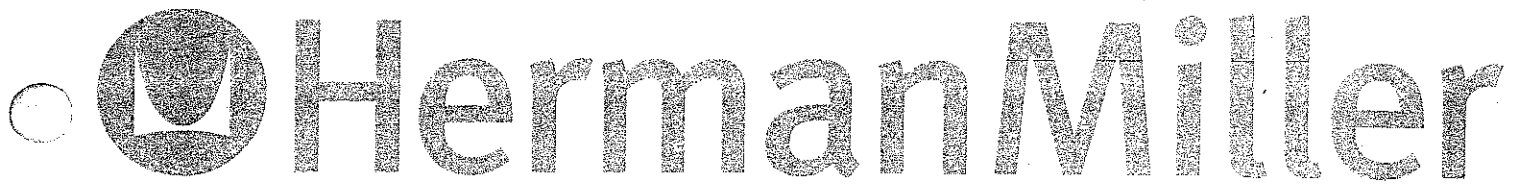
Phone: 402-476-0055

Fax: 402-476-4506

Date: March 1, 2005

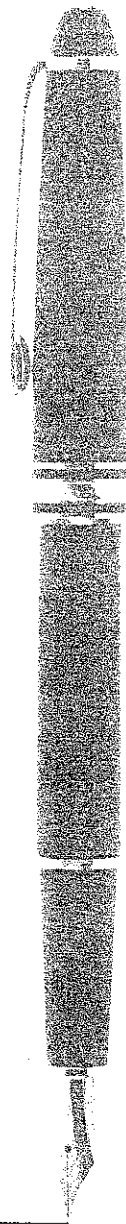
EQUA 2

Qty	Mfg	Description	Sell Each	Extended
1	HMI	EN123A B F AJ EQUA 2 Knee Tilt with Lock Adjustable Arms Size B Fully Upholstered Adjustable Lumbar	\$527.42	\$527.42
1	HMI	EN122N B S N2 EQUA 2 Knee Tilt No Arms Size B Split-pad Upholstered No Lumbar	\$339.23	\$339.23
ADDITION OPTIONS				
		Knee Tilt with Lock	\$26.88	
		Fixed Arms	\$46.44	
		Adjustable Arms	\$97.76	



A warranty
is a promise.

Here's ours:
12 years, 3 shifts,
labor included.



Our **12-year** warranty covers everything that makes up our standard office furniture products — including electrical components, casters, pneumatic cylinders, tilts, and all moving mechanisms.

Our **3-shift** warranty recognizes the changing nature of work and the need for products that can stand up to continuous use.

Our **labor-included** warranty means that when warranty work is performed, Herman Miller foots the bill.

The Herman Miller Warranty is a statement of our confidence in the quality of our products. It's a straightforward promise to our customers that we stand behind that quality, 100 percent — 100 percent of the time.

Herman Miller Standard Commercial Office Furniture Products

12 years

All products sold under the Herman Miller, Meridian®, and Geiger® brand names, except as limited or described below.

Nonstandard Products

5 years NP-prefixed Herman Miller Options™, Options Made Easy, and Vary Easy™ products

1 year All other nonstandard products

Herman Miller for Healthcare™ Products

10 years CT-prefixed procedure and supply carts, CO- and CV-prefixed Co/Struc™ products

5 years CG-prefixed Casework products, CW-prefixed wire and plastic shelving and carts, CX-prefixed stainless steel case carts, CH-prefixed technology carts, casters for CT-prefixed carts

1 year Casters for CW-, CX-, and CH-prefixed carts

Herman Miller Classic Products

3 years Eames® lounge chair and ottoman, chaise, sofa compact, and two- and three-seat sofas

1 year Aalto Collection; Capelli stool; Covey stool; Eames molded plywood lounge and dining chairs, wire chairs, shell chairs, coffee table, folding screen, walnut stool, elliptical table, wire-base table, Hang-It-All™ rack, storage unit, and desk unit; Goetz sofa; Meinecke rugs; Nelson™ platform bench, coconut chair, and marshmallow sofa; Noguchi table; Scooter® stand with wood top

Herman Miller Textile Alliance Program™ Fabrics

3 years

Herman Miller Design on Textile (DOT™) Products

1 year From purchase date

All Other Products, Parts, and Services

5 years Electronic ballasts used in task lighting

3 years All service parts

6 months All other products and any services not listed above sold or furnished by Herman Miller or its subsidiaries, except for consumable products such as light bulbs, fans, keyless locks, and other electronic products for which no warranty is given

Other Manufacturers' Products

None Herman Miller will pass through to the original purchaser any warranty supplied by other manufacturers to the extent possible

Provisions that apply to all products and services

Herman Miller Inc. ("Herman Miller"), 235 East Main Avenue, PO Box 302, Zeeland, Michigan 49464-0302, USA, warrants the products sold by it and its subsidiaries to be free from defects in material and workmanship, regardless of the number of shifts during which the products are used, for the warranty periods specified.

This warranty covers the sale of Herman Miller product in all countries. Not all of the product lines appearing on this list are marketed by Herman Miller in all countries and appearance on this list does not imply an offer for sale of a product line in a particular place. Product line availability is defined in current price lists applicable to different regions.

During the applicable warranty period, Herman Miller, at its sole obligation, will repair or replace (at its option) any product, part, or component covered by this warranty and sold after January 21, 1999, which fails under normal use as a result of a defect in material or workmanship. Herman Miller will repair or replace the aforementioned product, part, or component with a comparable product, part, or component.

This warranty extends only to the original purchasers who acquire new product from Herman Miller, its subsidiaries, or its authorized resellers. Any product, part, or component must have been installed and maintained according to Herman Miller's published instructions in order to be eligible for coverage under this warranty and must not have been subject to misuse or abuse. Any modification to the original product voids the warranty. Herman Miller does not warrant the performance of the product when used in combination with other than original Herman Miller product.

The warranty period starts from the date of purchase.

This document inclusively describes all of the warranties given and remedies available with respect to the company's products and services. Herman Miller and its subsidiaries disclaim any other warranty whether express or implied, statutory or otherwise, in relation to the products.

Herman Miller does not warrant natural variations in wood grain or figure or the presence of character marks; changes in wood color due to aging or exposure to light; marks, scars, or wrinkles occurring naturally in leather; veins, marks, voids, fissures, or cracks found naturally in stone. In addition, Herman Miller does not warrant defects or failure resulting from normal wear and tear, the matching of colors, grains, or textures of natural materials; the colorfastness or the matching of colors of textiles, including a exact match to cuttings or to swatch cards. Herman Miller tests Customer's Own Material (COM) and other customer supplied items for manufacturing ability only but does not warrant these materials.

Herman Miller's products meet the requirements of national and specific local codes as stated in the price lists and other written publications.

TO THE EXTENT ALLOWED BY LAW, ANY IMPLIED WARRANTIES, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ARE DISCLAIMED AND TO THE EXTENT THEY ARE LEGALLY REQUIRED, ARE LIMITED IN DURATION TO THE DURATION OF THIS WRITTEN WARRANTY.

HERMAN MILLER SHALL NOT BE LIABLE FOR LOSS OF TIME, INCONVENIENCE, COMMERCIAL LOSS, OR INCIDENTAL OR CONSEQUENTIAL DAMAGES.

Applies in US only: Some states do not allow limitations on how long an implied warranty lasts or do not allow the exclusion or limitation of incidental or consequential damages, so the limitations or exclusions in the two preceding paragraphs may not apply. This warranty gives the purchaser specific legal rights; however, the purchaser may also have other rights that may vary from state to state.

Applies outside US: Except as stated above, Herman Miller will not be liable for any loss or damage (including costs) however caused, whether direct or consequential, incurred or suffered by the purchaser or any third party in respect of the products but nothing contained herein will or will be considered to exclude or restrict any liability on Herman Miller's part for death or personal injury resulting from negligence.

Effective January 25, 1999 Published October 2002

For more information about our products and services or to see a list of dealers, please visit us at www.HermanMiller.com or call (800) 851-1100.

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™ Herman Miller Options, Textile Alliance Program, and Vary Easy are among the service marks of Herman Miller, Inc.

Geiger is a registered trademark of Geiger International.

Hang-It-All is a registered trademark of Lucia Eames Demetrios, d.b.a. Eames Office.